

RIGHT-OF-WAY AND EASEMENT FOR COMMUNICATIONS SYSTEMS

For Ten and No/100 Dollars (\$10.00), in hand paid, and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the undersigned Wallace M. Graves Family Trust No. 1, ("Grantor", whether one or more) hereby grants, sells, conveys and warrants to Telepak Networks, Inc. a Mississippi Corporation, its successors and assigns ("Grantee"), a 5 foot wide permanent, perpetual and nonexclusive Easement, as well as a 10 foot wide temporary construction Easement, both being fully described below. Said construction Easement shall expire on December 31, 2000 unless extended by the mutual agreement of the involved parties. Said Easements are being herein granted so as to allow the Grantee to: lay, place, construct, repair, operate, test, maintain, improve, replace and remove, in whole or in part as the Grantee may from time to time require, a communications system and all appurtenances and appliances that are or may be necessary or useful in carrying signals, voices, data, pictures, images, and other information in any form, kind and nature which can now or may hereafter be capable of being carried over a communications system. Said system consisting of (by way of example but not limited to): underground/buried cables, splice boxes, conduit, wires, surface testing terminals, manholes, markers and other appurtenances and appliances. Said communications system is to be located within the 5 foot permanent and perpetual Easement that is being granted herein. Said Easement being situated on, over, across and/or under certain parcels of land owned by the Grantor in Section 26, 34 & 35, Township 2 South, Range 10 West of DeSoto County, Mississippi, more particularly described as follows:

The Easements being granted herein are to be situated adjacent and parallel to the existing (proposed) Northeasterly Right-of-Way boundary (No Access Limit) of U. S. Hwy. 61 and the proposed Right-of-Way boundary (No Access Limit) of Ramp "A" and "B" of SR 304 Relocated as shown on the Right-of-Way Appraisal Map for MDOT Project No. 94-0029-01-002-10. The Point of Beginning for said Easements is located at the point where the Northeasterly Right-of-Way line of proposed U. S. Hwy. 61 intersects the Tunica-DeSoto County line and then thence generally proceed in a Northerly direction for 2539+/-feet to a point opposite Sta. No. 9+916.862 on the center line of the Northbound lanes of U. S. Hwy. 61; and thence proceed in an Easterly direction for 2933+/-feet to a location opposite Sta. No. 10+600 on the center line of the survey for SR 304 Reloc. Said Easements are then interrupted by the proposed "No Access Limits" for SR 304 Reloc. and Ramps "A" & "B". Said Easements then resume on the North "No Access Limit" Right-of-Way line of Ramp "A" at a location opposite the aforementioned Sta. No. 10+600. From said location the Easements proceed in a Westerly direction for 2112+/- feet to a location opposite Sta. No. 10+780.790 on the center line of the Northbound lanes of U.S. 61; and thence generally proceed in a Northerly direction for 2526 +/feet to a location opposite Sta. No. 11+746.681 (End No Access

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WALLACE M. GRAVES, TRUSTEE

Limit) on the center line of the survey for U. S. Hwy. 61. The location of said permanent Easement and temporary construction easement is more particularly shown on Exhibit "A" (consisting of four pages) attached hereto and made a part hereof.

The consideration herein paid includes any and all damages that may occur on the perpetual and temporary construction Easements granted herein due to the construction of the communications system, but does not include off right-of-way damages which may occur during the construction of said system. Notwithstanding the foregoing, it is understood that Grantor's land is currently leased to Tom Swindoll et al ("Tenant") for agricultural purposes and the consideration paid to Grantor for this easement is not intended to and does not include damages which may be caused by the initial construction to Tenant's crops, all such damages, if any, shall be paid to Tenant.

Notwithstanding the December 31, 2000 termination date of the temporary easement, Grantee shall, after initial construction has been completed, have the right to utilize said 10 foot wide temporary easement from time to time for maintenance, repair, replacement or removal of the communication system constructed on said five (5) foot permanent easement, but shall pay Grantor for all damages caused by such maintenance, repair, replacement or removal to timber, annual growing crops, fences and improvements located on the temporary construction easement.

Grantee shall pay for damages to annual growing crops and fences located on the perpetual five (5) foot wide easement, which may arise as the result of repair, operation, maintenance, improvement, replacement and removal of said communications systems, appurtenances and appliances.

By accepting this Right-of-Way and Easement for Communications Systems, Grantee understands and agrees with Grantor that:

- (1) All cable and cable conduit will be installed at least 36 inches below the ground surface, except at necessary access pedestals;
- (2) All fences removed, destroyed or disturbed by construction, repair, operations, maintenance, replacement or removal of the communications systems constructed hereunder will be restored to the same or better condition by Grantee or damages paid to Grantor in lieu thereof;
- (3) Grantee shall have the right without further compensation to keep said perpetual right-of-way clear of all obstructions and to cut or trim such trees, timber and shrubbery as may, from time to time, threaten, impede or interfere in Grantee's sole opinion with the purposes for which this instrument is given;
- (4) Grantor reserves the right to use the easement in any manner that is not inconsistent with the rights of Grantee hereunder and which will not cause injury to, or increase the risk of injury to, such rights or the property of Grantee, provided, however, that Grantor shall not construct, nor permit to be constructed, any house, patio, building, dam, levee, lake, pond, or

structure on or over said perpetual right-of-way and easement, and shall not construct any obstruction of any kind on or over said perpetual right-of-way and easement which interferes with Grantee's rights hereunder. Grantor shall not change, nor permit to be changed, the grade on said perpetual right-of-way and easement, and shall not construct any obstruction of any kind on or over said perpetual right-of-way and easement which interferes with Grantee's rights hereunder. Grantor shall not change, nor permit to be changed, the grade on said perpetual right-of-way and easement;

(5) By the terms of this agreement, Grantee has the right to lay, construct, place, repair, operate, test, maintain, improve, replace and remove at any time, one communications system, along with appurtenances and appliances thereto, upon, through, over and under the perpetual right-of-way and easement herein granted.

Grantee is further granted the full right and authority to lease, sell, assign, transfer, and/or convey to others the rights herein granted, in whole or in part, and to encumber the same.

Except for the initial December 31, 2000 termination of the temporary construction easement, no delay of Grantee in the use or enjoyment of any right or easement hereby granted shall result in the loss, limitation, or abandonment of any of the right, title, interest, easement, or estate granted hereby.

This grant covers all the agreements and stipulations between Grantor and Grantee and no representations or statements, verbal or written, have been made modifying, adding to or changing the terms of considerations of this grant.

The terms and provisions hereof shall inure to the benefit of and be binding upon Grantor and Grantee and their respective heirs, successors, and assigns.

Executed this the 3<sup>rd</sup> day of August, 2000.

WALLACE M. GRAVES FAMILY TRUST NO. 1

By: Samuel J. Brown  
Trustee

Tax I.D. No. 71-6135251

## GRANTEE'S ADDRESS

Telepak Networks, Inc.  
 Attn: Manager  
 125 S. Congress Street, Suite 1400  
 Jackson, Mississippi  
 Telephone: 601/974-7115

## GRANTORS' ADDRESS

Wallace M. Graves Family Trust No. 1  
534 Princeton Oaks Court  
 Street Address  
Memphis, TN 38117  
 City, State & Zip Code  
 Telephone: 901-767-3140

STATE OF

TN

COUNTY OF

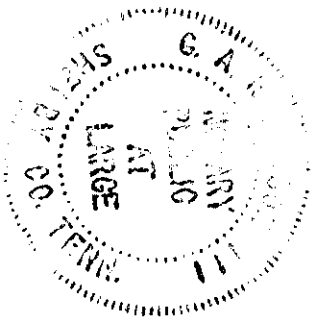
Shelby

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the county and state, on this 3rd day of August, 2000, within my jurisdiction, the within named PAMELA G. BRONSON, who acknowledged that (he) (she) is Trustee of the Wallace M. Graves Family Trust No. 1 and that in said representative capacity (he)(she) executed the above and foregoing instrument after having been first duly authorized so do to.



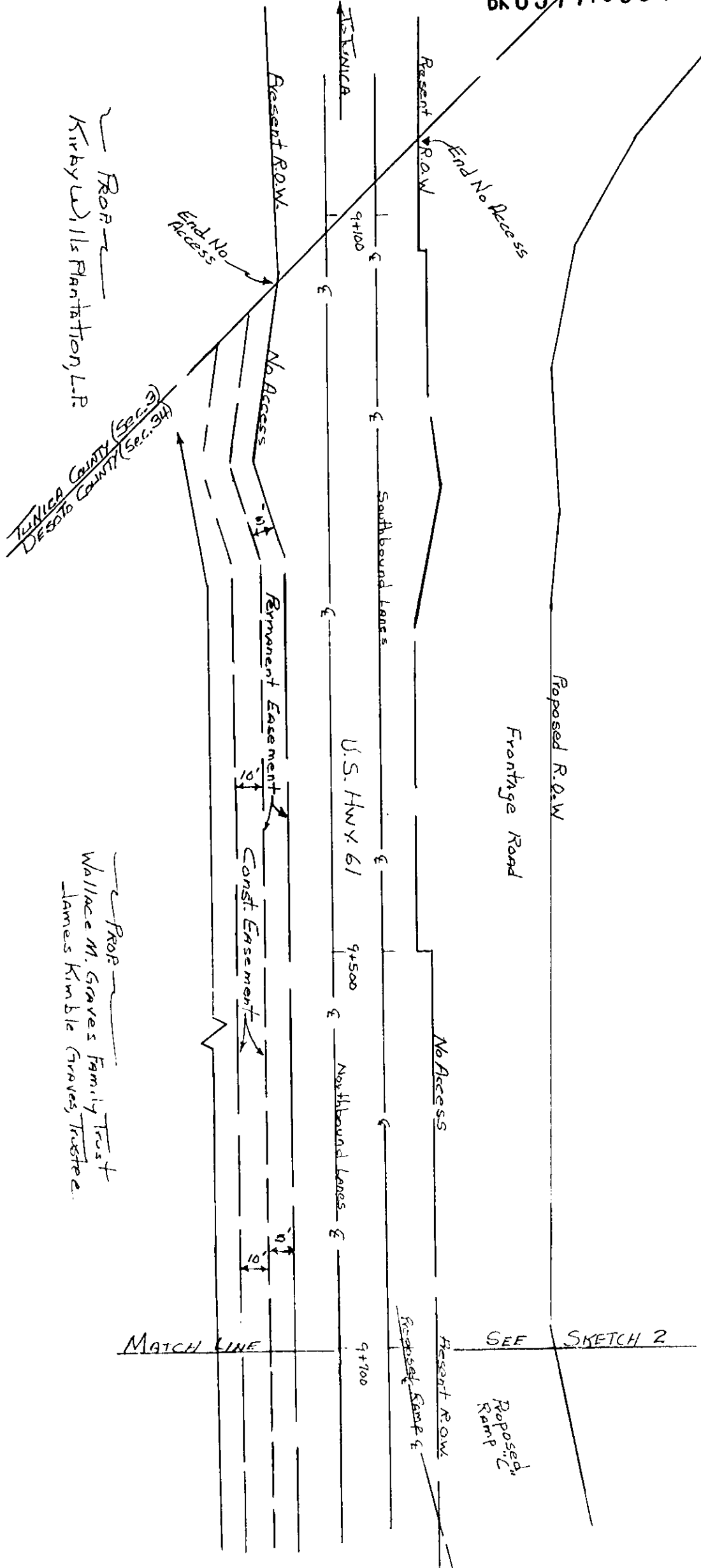
Notary Public

My commission expires:

6-19-2001

Prepared By:  
 Henry C. Hasty  
 Contract Right of Way Agent  
 1122 Winnrose Street  
 Jackson, MS 39211  
 (601) 956-6966

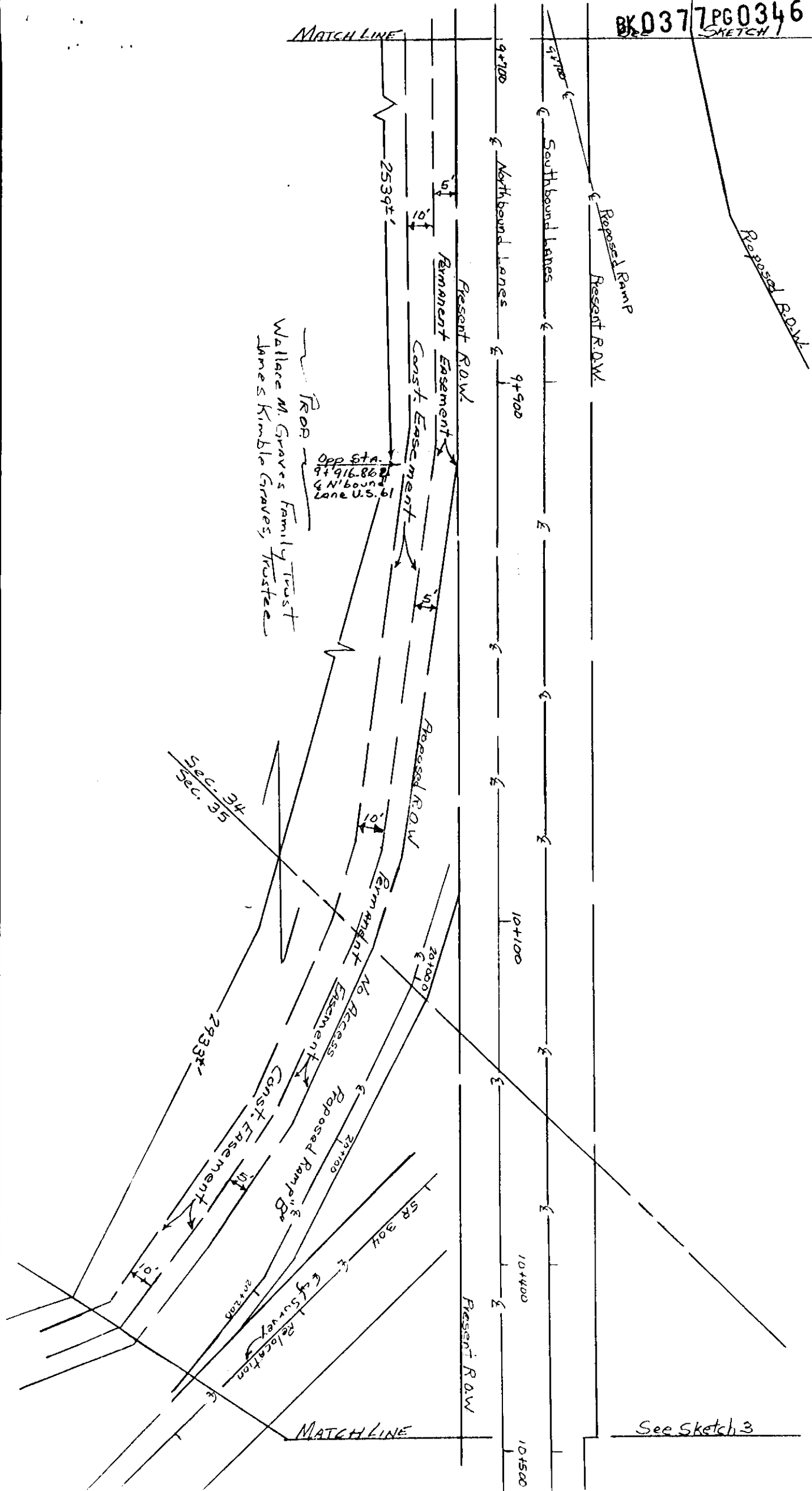
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Sec. 34  
TWP. 2S  
Range 10W



PROF  
Kirby L. Plantation, L.P.

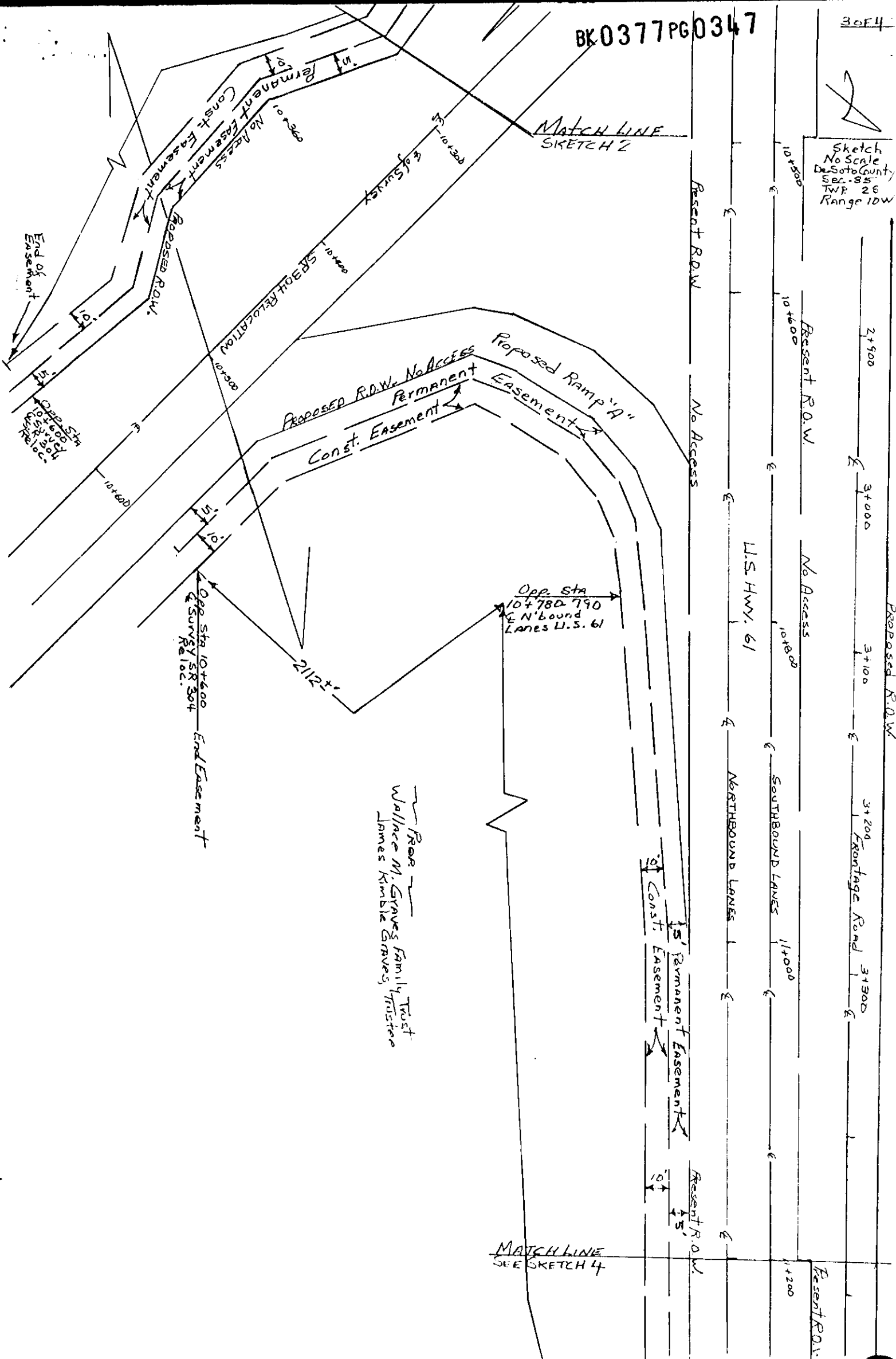
PROF  
Wallace M. Graves Family Trust  
James Kimble Graves, Trustee

Sketch  
No. 504  
DeSoto Cour.  
Sec. 34 & 3  
Twp. 2 S  
Range 10 W



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Sketch  
No Scale  
DeSoto County  
Sec. 35  
TWP. 26  
Range 10W



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